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12 **UNITED STATES DISTRICT COURT**
13 **DISTRICT OF NEVADA**

14 Cung Le, Nathan Quarry, Jon Fitch, Brandon
Vera, Luis Javier Vazquez, and Kyle
15 Kingsbury on behalf of themselves and all
others similarly situated,

16 Plaintiffs,

17 vs.

18 Zuffa, LLC, d/b/a Ultimate Fighting
Championship and UFC,
19

20 Defendant.
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Case No.: 2:15-cv-01045-RFB-BNW

**PLAINTIFFS' OPPOSITION TO NON-
PARTIES WME/IMG, LLC AND THE
RAINE GROUP LLC'S OBJECTIONS TO
POTENTIAL USE OF CONFIDENTIAL
INFORMATION AT EVIDENTIARY
HEARING (ECF NOS. 661-3 AND 661-4)**

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs file this brief in opposition to third-party The Raine Group LLC's ("Raine") and nominal third-party¹ WME/IMG, LLC's ("WME", together with Raine, "Objectors") objections to the potential use of their purportedly confidential information at the Court's upcoming evidentiary hearing (ECF Nos. 661-3 and 661-4) ("Objection"). On May 28, 2019, Plaintiffs notified third parties that purportedly confidential documents the third parties had produced in this litigation had been relied upon by Plaintiffs' experts and would therefore potentially be disclosed at the upcoming evidentiary hearing. As a result, both Raine and WME seek to seal certain documents relating to the sale of Zuffa in 2016 to WME.² These 2016 sale materials are not properly sealed. That Zuffa was sold in late 2016 is in the public realm. Any analyses relating to that sale are too old to hold any competitive value. And to the extent disclosure of the analyses may once have held the potential for competitive harm to unnamed third parties, that risk dissipated with the sale of Zuffa in 2016. Thus, the documents in question do not contain any third party's protectable trade secret information.

Raine asks the Court to seal five documents it produced to the Parties relating to the 2016 Zuffa sale. Virtually all of the information contained in these documents is Zuffa's information: not Raine's nor any other third party's. Raine states that it is "contractually obligated to maintain [Zuffa's information] as confidential." Raine Objection, June 14, 2019, ECF No. 661-4, at 2. But in its filing concerning its objections to exhibits, Zuffa states only that Raine has objected to the public disclosure of the materials to which Raine has objected: Zuffa does not raise objections on its own behalf.³ Zuffa thus has not properly objected to the disclosure of the material and Raine cannot rely on Zuffa's objections to prevent disclosure.

¹ WME is not named as a defendant in this suit, but WME is the parent of Defendant Zuffa, LLC, having purchased Zuffa, LLC in 2016.

² RAINE0000575, RAINE0016846, RAINE18791, RAINE0020542, RAINE0020633, WME_ZUFFA_00001150, WME_ZUFFA_00005368, WME_ZUFFA_00013978, and WME_ZUFFA_00076651 (collectively, the "Disputed Documents").

³ To the extent Zuffa belatedly attempts to invoke protection over these Raine documents, Plaintiffs incorporate the arguments set forth in Plaintiffs' brief concerning Zuffa's designations filed contemporaneously herewith.

1 Raine also asserts that some of the Disputed Documents contain confidential analyses from
2 third party potential buyers who have not consented to the public disclosure of their documents and
3 information.” Raine Objection at 2. Raine fails to direct the Court or the Parties to any examples of
4 confidential analysis, or even identify the documents or third parties in question (despite Plaintiffs’
5 repeated requests during the meet and confer). Despite having met and conferred with Raine, Plaintiffs
6 are unaware whether Raine has even asked the unnamed third parties whether they would consent to
7 use of the Raine documents in open court. These blanket assertions of confidentiality fail to provide
8 compelling reasons to seal, as required under Ninth Circuit precedent.

9 WME asks the court to seal four documents it produced to the Parties relating to the 2016 sale
10 of Zuffa. As with the Raine documents, nearly all of the information contained in the WME documents
11 is Zuffa’s information, and Zuffa did not include its own objection to disclosure in its filings with the
12 Court. While WME ultimately acquired Zuffa, that does not transform these documents (which were
13 created prior to the acquisition based on information available to all potential purchasers) into
14 protectable trade secrets of WME. Even if some limited set of information contained in these
15 documents could fairly be construed as a protectable trade secret under Ninth Circuit law—which it
16 cannot—WME’s proposed blanket seal of these documents is inappropriate.

17 Objectors’ Objections, if allowed to stand, would block the Parties’ experts from testifying in
18 open court concerning their own models. Such testimony is the purpose of the upcoming Hearing. The
19 Objections should be overruled so that the Parties may present their experts’ opinions to the Court
20 unimpeded by cumbersome, unnecessary, and improper confidentiality procedures. In addition to the
21 general public interest in open access to the Courts, Plaintiffs, Class members, and the public—all of
22 whom have to date been shielded from critical information about this case—have an abiding interest in
23 accessing and evaluating fundamental aspects of a case that pertains to the conduct of the monopoly
24 owners of a major professional sport in the United States.

25 The documents and information Objectors seek to seal do not contain trade secrets. Moreover,
26 the policy considerations favoring public access to judicial records are especially compelling where, as
27 here, a class action raises significant allegations of wrongdoing that affect a large plaintiff class. The
28 important right of access for the named Plaintiffs, the Class members, the public, and the press

1 outweighs any interest Raine has in preventing disclosure of the documents and information at issue.
2 Accordingly, this Court should overrule the Objections.

3 **II. THE DISPUTED DOCUMENTS**

4 **A. Raine**

5 Raine objects to the public disclosure of five documents it produced in this litigation.

6 **RAINE0000575** is a 21-page PowerPoint presentation entitled “Overview of the UFC” and
7 dated March 2016. The document contains descriptions of UFC’s business, the market for sports
8 broadcasting, UFC viewership data, and aggregated actual financial data from 2012 to 2015 and
9 estimated financial data for 2016 to 2020. *See* Madden Decl. Ex. 1.

10 **RAINE0016846** is a 35-page document containing Zuffa’s “Consolidated and Combined
11 Financial Statements” from 2014 and 2015. *See* Madden Decl. Ex. 2.

12 **RAINE18791** is a 19-page document entitled “Follow-up Question List from [REDACTED]” and dated
13 March 31, 2016. The document contains a number of questions relating to Zuffa’s business and
14 finances. *See* Madden Decl. Ex. 3.

15 **RAINE0020542** is a 6-page Excel Spreadsheet entitled “[REDACTED] as of 3/29/2016.” The document
16 appears to relate to due diligence requests regarding Zuffa and contains headings entitled “Diligence
17 Request” and “Formal Response,” among others. *See* Madden Decl. Ex. 4.

18 **RAINE0020633** is a 19-page Excel spreadsheet entitled “[REDACTED] as of 6/15/2016.” The
19 document appears to relate to due diligence requests regarding Zuffa and contains headings entitled
20 “Diligence Request,” “Status,” and “Formal Response,” among others. *See* Madden Decl. Ex. 5.

21 **B. WME**

22 WME objects to the public disclosure of four documents it produced in this case. WME does
23 not propose to redact these materials, but rather has asked for a blanket seal. These materials largely
24 discuss Zuffa’s financial and other information. But as with the Raine documents, Zuffa’s
25 confidentiality motion only invokes WME’s objection and does not interpose its own. *See* Ex. C to
26 Zuffa’s Motion, ECF No. 665-5, at 3.

27 **WME ZUFFA 00001150** is a 39-page PowerPoint Presentation titled “Project Basquiat Final
28 Posting Memo,” dated June 12, 2016. The document contains various diligence findings and

conclusions based almost entirely on analyses of past financials. The document includes actual financial data from 2009 to part of 2016 and projections for 2016-2020. *See* Madden Decl. Ex. 6.

WME ZUFFA 00005368 is an Excel spreadsheet comparing Zuffa's financial information from 2014, 2015 and part of 2016 to other sports leagues and teams. It does not contain future projections. *See* Madden Decl. Ex. 7.

WME ZUFFA 00013978 is a document containing 2-pages of emails sent on March 19 and 20, 2016 between WME employees concerning various "Risks & Mitigants" associated with acquiring Zuffa. The document does not disclose any future financials or specific strategies, but rather includes a discussion of existing conditions. *See* Madden Decl. Ex. 8.

WME ZUFFA 00076651 is a 66-page presentation titled "Project Basquiat Preliminary Investment Review," dated May 31, 2016. The purpose of the presentation was to analyze past performance. Indeed, the document primarily discusses various financial metrics from 2012 to 2016 (using estimates for 2016).⁴ *See* Madden Decl. Ex. 9.

III. LEGAL STANDARD

Objectors have not and cannot meet the high burden for sealing broad swathes of material relating to this case. "Throughout our history, the open courtroom has been a fundamental feature of the American judicial system." *Oliner v. Kontrabecki*, 745 F.3d 1024, 1025 (9th Cir. 2014) (quoting *Brown & Williamson Tobacco Corp. v. F.T.C.*, 710 F.2d 1165, 1177 (6th Cir. 1983)). Indeed, courts in the Ninth Circuit "[b]egin[] with the assumption that the press and public have a presumed right of access to court proceedings and documents" *Phx. Newspapers, Inc. v. United States Dist. Court for Dist. of Ariz.*, 156 F.3d 940, 949 (9th Cir. 1998) (quoting *Oregonian Publ'g Co. v. United States Dist. Court for Dist. of Or.*, 920 F.2d 1462, 1465 (9th Cir. 1990)). A hearing may be closed to the public and the transcript sealed only when: "(1) closure serves a compelling interest; (2) there is a substantial probability that, in the absence of closure, this compelling interest would be harmed; and (3) there are

⁴ In one slide, the document discusses potential media rights fees potentially collected from a new Fox contract. Of course, Zuffa did not sign a new deal with Fox making such projection obsolete. *See* Mookie Alexander, *TV insider on UFC-ESPN deal: 'UFC played chicken with FOX and lost'* (May 25, 2018), available at <https://www.bloodyelbow.com/2018/5/25/17393090/tv-insider-on-espn-deal-ufc-played-chicken-with-fox-lost-mma-news>. Other slides also project Revenue and EBITDA to 2020, but base those projections on assumptions relating to the new media rights deal.

no alternatives to closure that would adequately protect the compelling interest.” *Phx.*, 156 F.3d at 949. “In other words, the public’s right to access a hearing is overcome only by a finding ‘that closure is essential to preserve higher values and is narrowly tailored to serve that interest.’” *Facebook, Inc. v. ConnectU, Inc.*, No. C 07-01389 JW, 2008 U.S. Dist. LEXIS 111682, at *17 (N.D. Cal. July 2, 2008) (quoting *Press-Enterprise Co. v. Superior Court of Cal. for Riverside Cty.*, 478 U.S. 1, 8 (1986)). “Furthermore, the court ordering closure must ‘make specific factual findings,’ rather than ‘basing its decision on conclusory assertions alone.’” *Phx.*, 156 F.3d at 949 (quoting *Oregonian*, 920 F.2d at 1464). See also *Microsoft Corp. v. Motorola, Inc.*, No. C10-1823JLR, 2012 U.S. Dist. LEXIS, at *23 (W.D. Wash. Nov. 12, 2012) (ordering that witness testimony about “strategic planning and financial information [that] pertain to the central issue to be decided at this trial . . . will be in open court and exhibits that form the basis for any part of the court’s order will be made public,” even if they had been provisionally sealed).

The presumed right of access “appl[ies] as well to the determination of whether to permit access to information contained in court documents because court records often provide important, sometimes the only, bases or explanations for a court’s decision.” *Oliner*, 745 F.3d at 1025 (quoting *Brown & Williamson*, 710 F.2d at 1177). “In keeping with the strong public policy favoring access to court records, most judicial records may be sealed only if the court finds ‘compelling reasons.’” *Id.* (quoting *Pintos v. Pac. Creditors Ass’n*, 605 F.3d 665, 677-78 (9th Cir. 2010)). Compelling reasons “exist when such ‘court files might have become a vehicle for improper purposes,’ such as the use of records to . . . release trade secrets.” *Kamakana v. City & Cty. of Honolulu*, 447 F.3d 1172, 1181 (9th Cir. 2006) (quoting *Nixon v. Warner Commc’ns, Inc.*, 435 U.S. 589, 598 (1978)). “An unsupported assertion of unfair advantage to competitors without explaining *how* a competitor would use the information to obtain an unfair advantage is insufficient.” *Hodges v. Apple Inc.*, No. 13-cv-01128-WHO-(WHO), 2013 U.S. Dist. LEXIS 164674, at *4-5 (N.D. Cal. Nov. 18, 2013) (italics added) (citation omitted). “The Ninth Circuit has rejected efforts to seal documents under the ‘compelling reasons’ standard based on ‘conclusory statements [that] the contents of the documents . . . are confidential and that, in general,’ their disclosure would be harmful to the movant.” *Bartech Int’l, Inc. v. Mobile Simple Sols., Inc.*, No. 2:15-cv-02422-MMD-NJK, 2016 U.S. Dist. LEXIS 59852, at *3 (D. Nev. May 5, 2016) (quoting

Kamakana, 447 F.3d at 1182). “A litigant is required to make a particularized showing for each document it seeks to file under seal . . .” *Collectors Coffee Inc. v. Blue Sunsets, LLC*, No. 2:17-cv-01252-JCM-PAL, 2017 U.S. Dist. LEXIS 96273, at *6 n.1 (D. Nev. June 21, 2017). “[T]he common law right of access to ‘judicial records’ . . . attaches, presumptively, to . . . material that is the subject of an evidentiary ruling (even if originally sealed) . . .” *In re Coordinated Pretrial Proceedings in Petroleum Prods. Antitrust Litig.*, 101 F.R.D. 34, 42 (C.D. Cal. 1984) (citation omitted).

Objectors invoke the protections provided by the Protective Order in this case (ECF No. 217), but that Protective Order governs what may be properly designated when produced for purposes of discovery. Now, as set forth above, because the limited materials in question are to be used at this upcoming Hearing on Plaintiffs’ Motion for Class Certification, Ninth Circuit law mandates Objectors meet a different standard. For the reasons discussed below, Objectors fails to satisfy this “compelling reasons” standard and their Objections should be overruled.

IV. ARGUMENT

A. Objectors Have Failed to Provide Compelling Reasons to Seal Their Documents and Information

1. Objectors Do Not Have A Protectable Interest In Sealing Zuffa’s Information.

As an initial matter, the information Objectors ask the Court to seal is not Objectors’ information to protect. The underlying information in these documents belongs to the Defendant, Zuffa LLC. Although Zuffa vaguely asserts that it objects to disclosure of certain of Zuffa’s information in third-party documents (*see* Zuffa, LLC’S Motion to Seal Exhibits And Protected Materials at The Evidentiary Hearing on Class Certification, ECF No. 665, at 5-6), in Exhibit C to Zuffa’s brief, which is the only place where Zuffa asserts any objections on a document-by-document basis,⁵ Zuffa does not assert objections of its own to Objectors’ documents. Instead, Zuffa only asserts that Objectors object to disclosure. Because Objectors have no protectable, competitive interest in the underlying information of Zuffa, the Objections should be overruled.

In any event, the Court already indicated at the December 14, 2018 hearing that it will not treat

⁵ Notably, however, Zuffa only asserts objections on a document-by-document basis. Zuffa does not substantiate the purported harms as Ninth Circuit law requires on a document-by-document basis.

1 Zuffa's financial information as confidential:

2 So let me tell you what I think are appropriate parameters... Zuffa's financial information
3 at this point doesn't seem to me warrants protection because at some point that's going to
4 be a part of at least what I'd have to consider, not all of the financial information, but the
5 discussions as it relates to event revenue, percentages of event revenue, comparisons
6 between Zuffa and other promoters, the percentage of the revenues compared to other
7 professional sports. I don't see why any of that information should be sealed.

8 Tr. at 7:10-20. Because Zuffa's business and financial information is important to this case and will
9 feature prominently in the Court's consideration of the issues in this litigation, this information should
10 be available to the Plaintiffs, Class members, the public, and the press. *See Microsoft*, 2012 WL
11 5476846, at *4.⁶

12 **2. The Documents Do Not Contain Trade Secret Information.**

13 The information Objectors ask the Court to seal does not contain the kind of "detailed product-
14 specific financial information" necessary to justify sealing. *Apple Inc. v. Samsung Elecs. Co.*, 727 F.3d
15 1214, 1225 (Fed. Cir. 2013) (applying Ninth Circuit law). Courts will seal a party's confidential
16 information where public disclosure would "cause it competitive disadvantage by permitting its
17 competitors to exploit its trade secrets." *Bartech*, 2016 WL 2593920, at *2.

18 Aggregated financial information of the type Objectors seek to seal here, is not trade secret
19 information. *See Strauss v. Credit Lyonnais, S.A.*, No. 06-CV-702 (DLI)(MDG), 2011 U.S. Dist. LEXIS
20 122695, at *33 (E.D.N.Y. Oct. 6, 2011) ("discussion of aggregated financial information need not be

21 ⁶ Conversely, the Court has indicated that it will seal financial planning documents:

22 it seems to me a general category which I think I would probably seal would be anything
23 related to financial projections or financial future strategies. So, you know, if there were
24 anything in these exhibits that suggested expansion strategies for other areas or other
25 countries, ... or other markets, that to me might be potentially something that I would
26 consider sort of sealing on a general basis.

27 Feb. 1, 2019 Hearing Tr. at 7:15-25. Certain of Objectors documents do contain financial projections
28 for 2016-2020 period (e.g., Madden Decl. Ex. 1 (RAINE0000575), Madden Decl. Ex. 9
(WME_ZUFFA_00076651)). However, these projections are obsolete given the new television deals,
among other business changes, that have transpired since these documents were created. *See* Plaintiffs'
concurrently filed Opposition to Defendant Zuffa, LLC's Motion to Seal Exhibits And Protected
Materials at the Evidentiary Hearing on Class Certification, at 9 n.12. Indeed, the actual financials for
the 2016-2018 period would now supersede the projections and projections from early 2016 for 2019-
2020 are now largely obsolete because of changing assumptions based on actual experience. Moreover,
neither Objector seeks to redact these projections. Instead, both assert a blanket seal over the entire
documents. Such a blanket seal is improper because it fails to narrowly tailor redactions as required.

redacted if the amounts and dates of specific transactions are not disclosed”); *Open Text S.A. v. Box, Inc.*, No. 13-cv-04910-JD, 2014 U.S. Dist. LEXIS 177484, at *28 (N.D. Cal. Dec. 26, 2014) (“Although certain types of product-specific financial information is sealable, Box has not shown specific compelling reasons to seal the aggregate financial data in Exhibit 2, especially given its expert’s reliance on the data in arriving at his damages opinions” (citation omitted)); *Spam Arrest, LLC v. Replacements, Ltd.*, No. C12-481RAJ, 2013 U.S. Dist. LEXIS 118224, at *8 (W.D. Wash. Aug. 20, 2013) (denying motion to seal aggregate revenue and revenue per customer where that information was “critical to the court’s consideration of the pending summary judgment motions”).

The information in question contains no detailed fighter- or event-specific financial information of the type that courts normally consider confidential. Because the Disputed Documents do not contain trade secret information, the Objectors cannot “articulate compelling reasons supported by specific factual findings” to justify sealing. *Kamakana*, 447 F.3d at 1181.

In light of the reasons discussed above, the Court should not seal the Disputed Documents.

3. The Information Objectors Seek to Seal Is Too Old to Hold Any Competitive Value.

Objectors ask the Court to seal references to Zuffa’s financials including annual revenues and average wage share from the years 2010 to 2016. This information is too old to contain any competitive value. Courts routinely decline to seal information that is too old to hold competitive value. *See, e.g., Cen Com, Inc. v. Numerex Corp.*, No. C17-0560RSM, 2018 U.S. Dist. LEXIS 18698, at *4 (W.D. Wash. Feb. 5, 2018) (denying motion to seal 18-month old information that was “so stale as to no longer be commercially useful or harmful”); *Kenny v. Pac. Inv. Mgmt. Co. LLC*, No. C14-1987 RSM, 2018 U.S. Dist. LEXIS 112788, at *8-9 (W.D. Wash. July 6, 2018) (denying motion to seal defendant’s agreements and fees with clients, as well as “more granular proprietary information, such as profitability figures,” because the documents were “relevant to [the] case” and because the 4-5 year old information was “stale and no longer likely to offer a competitive advantage to [defendant’s] competitors”); *PrimeSource Bldg. Prods. v. Huttig Bldg. Prods.*, No. 16 CV 11390, 2017 U.S. Dist. LEXIS 202748, at *47 (N.D. Ill. Dec. 9, 2017) (two-year-old vendor pricing information not a trade secret because pricing had changed in the interim); *Fox Sports Net N. L.L.C. v. Minn. Twins P’ship*, 319

1 F.3d 329, 336 (8th Cir. 2003) (“obsolete information cannot form the basis for a trade secret claim
2 because the information has no economic value”).

3 Here, the financial information Objectors ask the Court to seal only extends to 2016. Even if it
4 did contain the kind of granular, product-specific information a competitor might once have been able
5 to use to gain a competitive advantage (it does not), any competitive value it might hold has expired.
6 Objectors have failed to show that compelling reasons exist to seal this information.

7 **4. Raine Has Not Identified Any Third Parties Who May Be Asserting**
8 **Confidentiality over the Disputed Documents.**

9 Raine asserts that “three of the documents Plaintiffs seek to use publicly contain confidential
10 analyses from third party potential buyers who have not consented to the public disclosure of their
11 documents and information.” Raine Objection at 2. This objection is baseless for a number of reasons.

12 First, Raine fails to direct the Court or the parties to any examples of confidential analysis, or
13 even identify the documents, and it fails to provide a detailed description of the basis for its assertion,
14 despite that fact that Plaintiffs provided Raine with excerpts from Plaintiffs’ expert reports detailing
15 how these documents were relied upon by Plaintiffs’ experts. Raine’s blanket assertions of
16 confidentiality fail to provide compelling reasons to seal, as required under Ninth Circuit precedent.
17 *See Bartech*, 2016 U.S. Dist. LEXIS 59852, at *3.

18 Second, Raine states that unnamed third parties have not consented to disclosure of these
19 documents, but there is no indication that Raine has sought such permission. Raine refuses to identify
20 the third parties and would not agree to discuss the issues with those third parties. Madden Decl. ¶3.

21 Third, any potential for competitive harm to the unnamed third parties that the analyses may
22 once have held was related to the sale of Zuffa in 2016. For example, another company could have
23 capitalized on disclosure of the information by interfering in the sale of Zuffa, or by initiating a
24 collateral transaction to capitalize on the third parties’ exposure. Any such risk ended with the sale of
25 Zuffa. The details of the sale of Zuffa in 2016 are widely known in the public sphere, including the
26 price and the identities of the new owners. *See, e.g., Ali Jaafar, WME-IMG Confirms \$4 Billion Deal to*
27 *Acquire UFC*, Deadline (July 11, 2016), *available at* [https://deadline.com/2016/07/wme-img-leads-](https://deadline.com/2016/07/wme-img-leads-consortium-to-acquire-ufc-for-4-billion-1201784804/)
28 *consortium-to-acquire-ufc-for-4-billion-1201784804/*. Thus, the Disputed Documents do not contain

any third party's trade secret information. Any alleged objections from unnamed third parties do not provide compelling reasons to seal the Disputed Documents.

5. Ninth Circuit Policy Favors Disclosure In Open Court.

To the extent that the Court will rely on this information at the Hearing or in ruling on class certification or summary judgment, Ninth Circuit precedent favors public access. *See Phx*, 156 F.3d at 949; *Microsoft*, 2012 WL 5476846, at *4. The Court has indicated that it will rely on, and will not be sealing, Zuffa's financial information. Dec. 14, 2018 Hearing Tr., at 7:10-20. The information at issue in the Objections may provide crucial guidance to the Court's consideration of Plaintiffs' claims, including, *e.g.*, Zuffa's historical information regarding fighter wage share and [REDACTED] [REDACTED]. Madden Dec. Ex. 6 (WME_ZUFFA_00001150) at 11. Likewise, WME's determination that [REDACTED] [REDACTED] directly undermines Zuffa's positions in this lawsuit as to barriers to entry and constitutes compelling evidence in Plaintiffs' favor. Madden Decl. Ex. 8 (WME_ZUFFA_00013978). This information is also important to Plaintiffs, Class members, the public, and the press, whose presumed right of access to the workings of the judicial system is a foundational element of our democracy, so that citizens can "keep[] a watchful eye on the workings of public agencies." *Kamakana*, 447 F.3d at 1178 (quoting *Nixon v. Warner Commc'ns., Inc.*, 435 U.S. 589, 598 (1978)).

Class members, in particular, need access to this evidence to assess the relative merits of the claims and defenses presented, and to make important decisions about how to proceed in the litigation. Indeed, "in class actions—where by definition some members of the public are also parties to the case—the standards for denying public access to the record should be applied with particular strictness." *Shane Grp., Inc. v. Blue Cross Blue Shield of Mich.*, 825 F.3d 299, 305 (6th Cir. 2016) (citation omitted). Sealing this information would undermine the vital principle of transparency into the judicial process, and would run counter to the presumed right of public access to judicial hearings and records. *See Oliner*, 745 F.3d at 1025.

V. CONCLUSION

For the reasons stated above, this Court should deny Raine's and WME's Objections.

1 Dated: June 28, 2019

Respectfully Submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on this 28th day of June, 2019, a true and correct copy of the foregoing document was served via the District of Nevada's ECF system to all counsel of record who have enrolled in the ECF system.

By:

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